THE COURTS.

Progress of the Bleecker Street Railroad Fight.

Charge of Fictitious and Fraudulent Bonds.

THE RECEIVER HORS DE COMBAT.

Compelling Creditors to Observe Good Faith.

Penalty of Allowing Drunken Men to Ride on City Cars.

The Receiver of the Bleecker Street Railroad Company, Mr. A. S. Southworth, through his attorneys, Messrs. Sullivan, Kobbé & Fowler, served yesterday on the attorneys for the plaintiffs, in the foreclosure suit brought against the company on behalf of J. M. Harlowe, an amended answer. This answer, in addition to the allegations in the original, which have already appeared in the HERALD, sets up allegations to the effect that a large proportion of the bonds referred to in the complaint in that action are void, fictitious and fraudulent evidences of debt, and are held by the owners thereof with full knowledge of such fact; that on or about the 17th of April, 1860, the Legislature of the State of New York passed an act, entitled "An act to authorize the construction of a railroad in Fourteenth street and in other streets and avenues of the City of New York," whereby Stephen R. Roe, John Stewart and others acquired the privileges contained in said act; that the said grantees thereafter—to wit, on or about November 9, 1864—transferred, or pretended to transfer, the rights, franchises, privileges and property acquired pursuant to the said act to the said defendant, the Bleecker Street and Fulton Ferry Railroad Company, for the sum of $900,000 in the stock of the said defendant company, and 434 of the bonds of the defendant company referred to in the complaint; and the defendant is informed, and believes and charges to be true, that at the date of the said transfer or pretended transfer to the defendant company it was managed and controlled by Jacob Sharp and certain persons associated with him—to wit, John T. Conover, Peter B. Sweeny, Hugh Smith, Thurlow Weed, William M. Shardlow and others—all or nearly all of whom had or pretended to have large interests in the said grant; that said Sharp and others of the directors and managers of the said defendant company so gave the said bonds and the said stock of the said company to the grantees—that is, chiefly to themselves—upon the unlawful agreement and understanding that the said bonds and stock should be really transferred to the said managers of the said defendant company and their associates for little or no consideration; that said Jacob Sharp and his associates and others, the managers, undertook to pay for said grant a sum largely in excess of the real value of the property upon agreement that the managers and directors and their associates should share in the excess of the bonds and stocks so paid; that a large amount of said bonds still remain in possession of the persons who received them upon the aforesaid unlawful agreement or are in the possession of their assigns, with notice of said unlawful agreement, and that no consideration has been paid by such holders of the said bonds therefor, and they are void and improper evidences of debt, and an accounting ought to be had in respect of such bonds, and they should be adjudged to be delivered up to be cancelled.

Immediately succeeding the service of this answer the counsel for the Receiver were called into Court on an order to show cause why it should not be struck out. The motion came up for argument before Judge Donohue, in Supreme Court, Chambers.

Mr. John E. Develin, who appeared for plaintiff, moved to have the answer stricken out, on the ground that the Receiver had no right to serve an amended answer setting up any facts except his appointment; that the Receiver had previously served an answer setting up all the facts he had been allowed by the Court to set up, and he now proposed to set up facts interfering with the right of the plaintiff to prosecute his action.

Mr. Robert Ludlow Fowler, who appeared for the Receiver, and claims that the suit is brought in the interest of fictitious bondholders, including Jacob Sharp, John T. Conover and others, opposed the motion. He claimed that the argument of counsel for the motion was merely a glamour of sophistry, and where he had used the word right therein he meant wrong. The Receiver had shown himself to be a faithful and efficient officer of the court, who was called upon to protect the rights of creditors and stockholders, and he fully intended to do so. He gave his learned opponent notice that so long as a single avenue remained open the receiver would expose to the end the fraudulent manner in which Sharp, Conover and their associates acquired the bonds and their interest in the road, and in every way endeaver to defeat them in their evil designs. There had been a traditional fiction that a court was a pure fountain of justice; but a court trying a cause on a hypothetical state of facts, with the real facts concealed, would be a perversion of the maxim. If a proper defence can be brought before the Court, and fraudulent and fictitious bonds be declared to be such, the receiver intended to do it, as he felt bound to see that the Court be not deluded by any sophistry.

Judge Donohue decided that the Receiver had no right to put in such an answer and interfere in a litigation when he was appointed simply to protect the litigants, and not parties outside.

Mr. Fowler then asked for a stay in order to get the opinion of the General Term on the Receiver's relative rights and duties to stockholders and creditors of the road and how far he could set up by answer the fact that the bonds were fraudulent, but Judge Donohue refused to grant it.

TERMS OF A COMPOSITION DEED.

An important decision has been given by Judge McAdam, of the Marine Court, in the suit of David Stuart et al. vs. James Wilmore et al. The point involved in the decision is that any separate agreement by which one creditor secures to himself more advantageous terms than those secured to the other creditors by the terms of a composition deed is void, and the fact that such creditor orally announced his determination to exact such advantage at a meeting of creditors does not take the case out of the rule, unless it be affirmatively made to appear by him that all the creditors had knowledge of the fact before they joined in the execution of the deed. The following is the opinion embodying the decision:—

Fox & Wilmore, the makers of the note in suit, by business misfortunes became unable to meet their liabilities as they matured, and applied to their creditors for an extension of time to pay their respective demands. A meeting of creditors was held, which resulted in a mutual understanding that the required time should be given, by accepting for the amount of their respective demands the debtors' notes, payable in nine equal parts, at three, four, five, six, seven, eight, nine, ten and eleven months, bearing interest. A composition deed was thereupon drawn expressing this agreement in legal form. The plaintiffs declined to sign the composition deed unless the debtors procured the indorsement of James Wilmore (the father of the junior member of the debtors' firm) to the nine notes the plaintiffs were entitled to receive. The indorsement was obtained and the notes were delivered to the plaintiffs, who thereupon consummated the arrangement by joining in the execution of the composition deed. The present action is brought upon one of the notes so obtained, and the indorser, who alone defends the action, claims that under the circumstances he is not liable upon his indorsement. The rule is that any separate agreement by which one creditor secures to himself more advantageous terms than those secured to the other creditors by the terms of the composition deed, operates as a fraud upon them, and is void upon that account, and that such an agreement is equally void, whether made before or after all the other creditors have signed (Permeo vs. Higgins, 12 Abb. Pr. 334; Gilmour vs. Thompson, 49 How. Pr. 198, and cases cited). To obviate this general rule, Mr. Sperry, the plaintiffs' agent, testified that he publicly announced at the creditors' meeting that the plaintiff would not accept the debtors' notes unless the elder Wilmore indorsed them, and upon this testimony the plaintiffs contended upon the trial that the notes received by them were indorsed and delivered in conformity with this alleged announcement. This announcement would have protected the plaintiffs if they had not afterward executed the composition deed, and in that way became subscribers to its terms. So scrupulous are courts in compelling creditors to the observance of good faith toward one another in cases of this kind that any security better than that which is common to all, if unknown at the time to the other creditors, is void and inoperative (Nelson Ch. J. Russell vs. Rogers, 10 Wend, 473), and in the absence of any proof of such knowledge on the part of the other creditors it must, upon the instrument, be presumed that they did not know it. (Sadler vs. Jackson, 15 Ves., 52.) This presumption cannot be said to have been overcome by the proof of the alleged announcement, in view of the fact that two of the creditors who were present at the meeting, besides denying all knowledge of the separate understanding, swear that no such announcement was ever made in their presence and hearing, and in addition to this conflict is the improbability that all the other creditors, with claims equally meritorious, should have consented to the extension without security, with knowledge that the plaintiffs, upon mere demand, were being fully secured by what was regarded as a responsible indorsement. Agreements for composition with creditors require the strictest good faith; all must be open and fair, and all overreaching which has the appearance of evil must be frowned down by courts of justice, so as to make deception impossible. The verdict rendered for the plaintiffs does not accord with these views and must, therefore, be set aside and a new trial granted, with costs to abide the event.

THE DRUNKEN CAR PASSENGER.

The suit brought by Mortimer Hendricks against the Sixth Avenue Railroad Company for $15,000 damages on account of injuries sustained through an assault made upon him while riding in a car of the company by a drunken passenger, the particulars of which have been given in the HERALD, was completed yesterday before Judge Speir, of the Superior Court. Most strenuous efforts were made by the counsel for the railroad company to have the complaint dismissed, there having been during the progress of the trial no less than three motions to this effect. It was likewise attempted to be shown that the plaintiff was in a conspiracy with the conductor to blackmail the company, which attempt met with a signal failure. It was also hinted that the plaintiff was on intimate terms with the man who assaulted him from the fact of his having procured his discharge from the City Prison shortly after his commitment. The explanation of this was that it was a simple act of clemency on the part of the plaintiff, he having, at the earnest solicitations of the wife of his assailant, secured his discharge on the ground that she and her family were left in a starving condition in consequence of his being in prison. Mr. Hendricks went even further, and, before applying for the discharge, got the employers of the prisoner to sign a paper that they would take him back in their employ if restored to liberty. A good deal of the day was occupied in summing up the case. Judge Speir made a brief but perfectly plain and explicit charge. Its tenor was quite decidedly in favor of the company, he holding that it must be shown that the assault was of a dangerous character before damages could be recovered. He cited the killing of Putnam by Foster and pointed out the application of the rulings in that case to the present suit.

The jury were out very nearly two hours, when they brought in a verdict for $1,000 in favor of the plaintiff. It turned out that all the jury, excepting one, on the first going out were in favor of giving damages. One thought that $5,000 was none too much under the circumstances and from this amount figures ran down to lesser sums. The juror who was opposed to giving damages was rather inclined to give some credence to the charge of conspiracy, whereas the $5,000 man said he would stay out all night unless a verdict for this sum was given. As usual, however, a compromise verdict was agreed upon and as usual the company appealed. The probability is, this case being an important precedent, that it will finally have to be adjudicated upon by the Court of Appeals.

INTEREST ON CITY DEPOSITS.

The old suits brought by the city against the Tenth National Bank and the Broadway National Bank to recover interest on city deposits seem to be endowed with a marvellous longevity. All of yesterday morning was occupied by the Supreme Court, General Term, in hearing an argument in the two cases, Messrs. J. C. Carter and Simon Sterne appearing on behalf of the city and ex-Judge Emott and Mr. Henry H. Anderson representing the bank. So frequently have the facts of the case been given in the HERALD that it is unnecessary to go over them all in detail. On May 2, 1870, the Tenth National Bank was selected as one of the depositories of the city funds upon an agreement that the bank should pay on such deposits four per cent interest, such agreement to continue in force till May 1, 1873. The interest was paid till December 1, 1871. It is claimed by the city that the general deposits of the city amounted to $3,400,000 and the special deposits to $7,650,608 42; that the bank paid on city warrants $10,700,000, and that the bank is now indebted to the city, including on deposits $351,608 42. In the case of the Broadway Bank the city claims interest from May 1, 1868. The total of county moneys from time to time deposited in the bank is given as $169,000,000, of which sum $163,000,000 was paid out on proper warrants, leaving an alleged balance due of $6,504,000, which sum, it is claimed, was paid on forged or fraudulent warrants. In both suits orders were granted at the Special Term for bills of particulars. Substantially the same argument was made in each case and was a repetition of that made at the Special Term. At the conclusion of the argument the Court took the papers, reserving its decision.

HOW HE INVESTED HIS MONEY.

Mr. John Leslie gave to Mr. Scott A. McKenzie $2,500 to invest for him at twelve per cent. He was told by Mr. McKenzie that it would be usury to make an investment at this rate of interest, but that securities might be purchased in a legal and proper way which would give him twelve per cent on his money. Leslie was satisfied, but insisted on Mr. McKenzie giving him a bond to invest the money at twelve per cent, which was done. Mr. Leslie's wife, however, became dissatisfied with the arrangement, and prevailed upon her husband to make a demand on McKenzie for the money, and the latter was unable to pay, having invested the greater part of it as requested. Mr. Leslie thereupon took out an order of arrest against McKenzie, and the latter's counsel, Mr Chauncey Shaffer, yesterday moved for his discharge before Judge Donohue, in Supreme Court, Chambers. The Court granted the motion on condition that the prisoner give a bond for the money at an interest of seven per cent. Mr. Shaffer consented to this, but said unless amends were made to his client for the arrest he would resist Leslie's claim on the ground of usury.

TWO DROMIOS IN THE FIELD.

James McKay, a seaman, was brought before United States Commissioner Betts yesterday to show what manner of man he was. Some time ago prize money was awarded to James McKay, seaman on the Niagara from 1863 to 1865, and he was notified by advertisement to appear and claim it. An individual appeared, made the necessary affidavits of identity and got the money. Subsequently the real James McKay turned up, and the man who had drawn the money was arrested. When arraigned the prisoner gave his name as James McKay, and claimed that he was also a seaman on the Niagara from 1859 to 1862, and that when he saw the advertisement he supposed he was the person wanted and that the money was for himself. As he appeared honest the Commissioner allowed him to go on his own recognizance, to appear a week from today for further examination.

"PIQUE" IN COURT.

Mr. Augustin Daly has brought suit in the Superior Court against the proprietors of the *Family Story Paper* to restrain the publication by them of a story entitled "Married for Pique, or the Stolen Child," which, it is claimed, is an infringement upon the rights of the plaintiff as the author of the play called "Pique." The case was adjourned to enable the defendants to prepare papers in opposition. It is said that they will show that Mr. Daly did not originate the play, but that he has substantially copied it from other published books. Mr. S. H. Olin appears for Mr. Daly, and ex-Judge Cardozo and Richard Newcomb represent the defendants.

TOM FIELDS' BONDSMAN.

An application was made before Judge Lawrence yesterday to open the judgment in the case of the Mutual Life Insurance Company against Thomas C. Fields and others to foreclose a mortgage so as to allow William H. Florence to come in and defend. Florence keeps the hotel at Macomb's Dam, and when Fields was arrested by the city he became his bondsman and was obliged to mortgage his property to meet his bond, which was prosecuted against him after Fields' escape. Judge Lawrence took the papers for examination.

THE THIRD AVENUE BANK.

The adjourned examination in the case of Thompson W. Decker came up at Fifty-seventh street Police Court yesterday. The last hearing was in reference to the point raised by Mr. Clinton, that the recent law of 1875 repealed the law of 1857, under which the complaint was found. The Court then ruled against Mr. Clinton, and he was to decide yesterday whether he should go on with the examination or waive any further hearing. When the case was called yesterday Mr. Clinton said he did not intend to rest this case upon any technicality, but wanted it tried on its own merits. Mr. Decker was given the office of trustee unsolicited on his part and without his consent; he did not make a wilfully false statement, nor even lend his assistance toward perpetrating those great frauds; that he made no statement that he did not believe to literally true, and that he never received a dollar for his services, simply rendering them gratuitously toward aiding the bank and its depositors.

Judge Duffy said:—I am very glad to know that at least there is one man who will make a stand, and leave his record to the world. Of all those implicated in these charges I think, from the evidence, so far as I have read it, that Mr. Decker was the least guilty of the officers of the bank. I hold that other parties not only violated the law in relation to the making of reports to the Bank Superintendent, but also common law appertaining to perjury, and I consider that they committed wilful perjury in making false reports of the affairs of the bank. The Judge subsequently remarked that he was sorry the District Attorney had not raised that point in reference to the common law, before Judge Westbrook, for the reason that if Judge Westbrook considered it in that light he would have hesitated to discharge the accused bank officers who had screened themselves behind his opinion. Mr. Decker's case was set down for examination on Monday, the 20th, at three o'clock P. M. An application will be made today to Judge Duffy for warrants against two of the persons released on Thursday by Judge Westbrook's ruling. The complaints on which the warrants will be based are to be carefully drawn up, and will be made by certain depositors of the Third Avenue Bank. The specific charge is to be that of false pretences, the officials alluded to having induced the depositors to place their money in the bank by false representations concerning the condition of the bank, backed up with a falsified report to the Bank Superintendent. In a conversation yesterday with Mr. McDonald, Mr. Hall, the foreman of the Grand Jury, said he was most anxious that the District Attorney should submit the evidence in the Third Avenue Bank case at once, and it would be given preference before all other matters. Since the ruling of Judge Westbrook Mr. Phelps is represented to have said that he did not think he had the right under that decision to proceed any further in the matter.

THE CHECK RAISING CASE.

The examination of the case of James Bowen, alias William Miller, the alleged check raiser, was resumed yesterday afternoon before United States Commissioner Winslow. William McLaughlin, a clerk of the Albany County Bank, testified that the check shown him was issued to James Bowen, the original payee, as being for the face value of $20, and that it had been raised to $875; the amount paid for the original draft on the German-American Bank of New York was $20 15; the amount as now exhibited on the original check is not filled in in the handwriting of any person in the bank.

Mr. F. F. Marbury appeared before the Commissioners in behalf of the British Consul General, Mr. Archibald, and presented a mandate from the State Department at Washington, issued in accordance with the request of Sir Edward Thornton, British Minister, directing the evidence of the criminality of the accused to be taken and certified to the State. Mr. Marbury, growing weary of the many impediments thrown in the way of progress in the form of objections and exceptions on the part of the counsel for the prisoner, appealed to the Commissioner to simplify the investigation, saying that this was merely a preliminary inquiry for the purpose of ascertaining whether the evidence would admit of the accused being held for trial. Much time had already been lost by exceptions, whereas the same minuteness of detail should only be tolerated on a regular trial before a jury. He thought that there was sufficient and adequate evidence already of the guilt of the accused.

Commissioner Winslow said that he regarded it as proper, for the better understanding of the Secretary of State, to note objections and exceptions of counsel to points of evidence, and he would take them.

Witness, continuing, said:—No other draft bearing the same number, 7,478, was ever issued by the bank; all drafts bear successive numbers; could not now identify James Bowen as the person who drew the draft; no Bowen had an account there.

George D. Cooner, cashier of the German-American Bank, testified that that institution had an account with the Albany County Bank; the check shown him had come to that bank through the regular course of exchange for payment, and there the forged character of the latter was detected, and it was therefore returned. Witness could not tell how he detected that it was fraudulent, but he knew there was something wrong with it; it was then discovered that it was advised to them as $20.

Sergeant McManus testified that when he arrested the prisoner he found in his possession a pocketbook containing $849, a $20 gold piece, a $2 50 gold piece and some Canadian smaller coin; also a check for $150; found five letters to various persons, sealed and directed.

These letters were offered in evidence, and Assistant District Attorney Hoxie claimed that the Court had a right to open them. Counsel for defence objected, but said that the prisoner had no objection to their being opened. Mr. Marbury said they might be opening up an extensive banking business in the Western country.

The Court declined to direct the witness to open the letters, though requested by Mr. Hoxie to do so. The money was in various bank bills, from $1 up to $100. The bills were in United States money. A memorandum was offered in evidence in relation to drafts referring to the Albany County and German-American banks.

At this point the examination was adjourned till two o'clock P. M. to-day.

ALLEGED COTTON CLAIM FRAUDS.

Augustine R. McDonald, who was arrested by the Under Sheriff of Kings county, in Brooklyn, two weeks ago, on a requisition from the Governor of Arkansas, was taken before the Court of Oyer and Terminer, Judge Gilbert, yesterday, on a writ of habeas corpus issued on application of his counsel. The offence of which the defendant is accused is subornation of perjury, to procure $200,000 for cotton alleged to have been destroyed by the federal troops in Arkansas. McDonald denies the accusation and asserts that he is the victim of a foul conspiracy. Yesterday his counsel asked for an adjournment, and the Court took the papers and adjourned the case till Monday morning.

THE NICKEL COUNTERFEITERS.

John and Thomas Loughéry, the counterfeiters of five cent nickel pieces, who were convicted before the United States Court in December last, and who subsequently broke jail and were recaptured, were yesterday sentenced to the Albany State Prison for two years and six months and fined $500 each. The prisoners, it will be remembered, were engaged with one Philip Lewiniski, who is now undergoing imprisonment at the Albany Penitentiary, in counterfeiting nickel five cent pieces in a stable on Lafayette avenue, Brooklyn, for several months prior to their arrest on July 31, 1875, in New York. They had in their employ a German die sinker and engraver, one August Taurburt, who had no knowledge of the English language. This man was sworn to secrecy, and was told that he was employed to make coin for the government. The nickels were excellent imitations, deceiving even experts at the United States Mint. The metal was superior and the stamp very well marked. It is said that at one time when they learned, early in the spring of 1875, that the mint was about to issue a large amount of nickel coin, they caused to be circulated $30,000 worth of the spurious pieces throughout the country.

SUMMARY OF LAW CASES.

Suit was commenced in the United States District Court, before Judge Blatchford, yesterday, by the United States against the New York, New Haven and Hartford Railroad Company, to recover $300,000 alleged to be due as unpaid taxes.

A motion was argued at some length yesterday, before Judge Van Brunt, at Special Term of the Court of Common Pleas, to consolidate several suits for alleged libel brought by the *Graphic* against the New York *Times*. Judge Van Brunt took the papers.

An argument on the motions to confirm the reports of the Commissioners of Estimate and Apportionment for opening 151st street from Ninth avenue to Harlem River, and 110th street west of Eighth avenue was, yesterday, adjourned by Judge Donohue till the 20th inst. A similar motion to open Tenth avenue from the river was adjourned till the 23d.

The case of D. K. Olney Winter, indicted for robbing registered letters in the Rondout (N. Y.) Post Office, came up in the United States Circuit Court, before Judge Benedict, yesterday, on a motion to quash the indictment because the initials "D. K." had been used instead of the Christian name, "Danforth." Decision was reserved.

Samuel Kirkpatrick, accused of stealing two bags of sugar from the brig Fanny, lying in the stream, was caught by a policeman and turned over to Deputy Collector Phelps, who seized the sugar. United States Commissioner Shields yesterday held the prisoner in $2,000 bail to answer the charge of smuggling.

Before Judge Gildersleeve, in the Court of General Sessions, yesterday, ten persons pleaded guilty to burglary or larceny and one to a charge of assault. They were sentenced to terms of imprisonment ranging from three months in the Penitentiary to two and a half years in State Prison.

In the case of Herman Funch, assignee of General Sturne, in the suit brought by the latter against the New York Mutual Insurance Company, Judge Curtis, holding Superior Court, Special Term, appointed yesterday a commission to examine Spencer Pettis, the noted forger, now in the Massachusetts State Prison. It is claimed that it can be proven by Pettis that he forged some of the papers forming the basis of the present suit, which, as is well known, is brought to recover insurance on a vessel and cargo of arms lost in the Gulf of Mexico during the French invasion of Mexico.

Mrs. Ann E. Hays obtained yesterday in a trial before Judge Van Vorst, holding Supreme Court, Circuit, a verdict for $5,000 against the city on account of the death of her husband from an awning falling upon him at the corner of 125th street and Fourth avenue. Mr. H. Hume, a brother-in-law of the deceased, who was seriously injured at the time, recently, as will be remembered, obtained a verdict against the city for $15,000. The stipulation of the Corporation Counsel was that the suit of Mrs. Hays should abide the result of the latter suit. Mr. Whitney, the present Corporation Counsel, insisted that his predecessor had no right to make the stipulation referred to, but Judge Van Vorst thought otherwise, and directed a verdict for the full amount claimed.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Donohue.

Matter of New York Life Insurance and Trust Company, &c.; Matter of Lawrence et al.; Lauer vs. Young; Brininghausen vs. Brininghausen; Booth vs. Kitchen; Garey vs. Garey et al.—Granted.

The Mutual Life Insurance Company vs. Trask.—Denied, without costs.

Dewy vs. Corn Exchange Insurance Company.—Seems to be one consenting but the party who asks the order and no notice to any one of the application.

Crosswell vs. Ray.—Motion denied, with costs.

Rosenshein vs. Rosenshein.—Motion denied, without costs.

Manhattan Telegraph Company vs. Checter.—Motion denied. Memorandum.

Andrews vs. New York Match Company.—Order granted. Memorandum.

Napesteck vs. Napesteck.—Proof of identity not sufficient.

Hunken and another vs. Boorman.—See memorandum.

Van Vechten vs. Johnson et al.—Order signed.

By Judge Lawrence.

Cobb vs. Burger.—Granted.

Matter of the Guardian Savings Institution.—As the referee finds that there does appear to have been a necessity for the copying, I think that the petitioner is not entitled to be paid for that out of the funds in the hands of the receiver. In other respects the report is confirmed.

SUPREME COURT—SPECIAL TERM.

By Judge Donohue.

Vanderpoel vs. White et al.—Findings signed.

By Judge Van Vorst.

Brown vs. Cromien et al.; Jackson et al. vs. Clergill.—Findings signed.

Herassen vs. Worth et al.—Complaint dismissed. Opinion.

SUPERIOR COURT—SPECIAL TERM.

By Judge Curtis.

Schuster vs. Schuster.—Reference ordered to take proofs.

Funke et al. vs. New York Mutual Insurance et al.—Motion for commission granted.

Sturm vs. Williams.—Motion to open plaintiff's default granted on terms as per memorandum.

Cogswell vs. Mangam et al.—Order granted and report of referee confirmed.

Cohinar et al. vs. Hanover National Bank of the city of New York.—Commission ordered.

Ranald vs. Pitts.—Bond approved.

Daly vs. Byrne.—Motion that answer be made more definite, &c., granted as per memorandum.

COMMON PLEAS—SPECIAL TERM.

By Judge Van Brunt.

Zimmerman vs. Schaffert.—Motion granted, with $10 costs of motion.

Cohen vs. Freedman.—Motion denied, in case plaintiff pays $10, costs of motion.

Miller vs. Sims.—Reference ordered.

Bernstein vs. Jackson.—Answer of the defendant must be made more definite.

MARINE COURT—SPECIAL TERM.

By Judge McAdam.

The National Toy Company vs. Dobbins; Walker vs. Lancaster; Sweeney vs. Phillips; Walton vs. Clapp; Pfaff vs. Hatton; The German Exchange Bank vs. Beckel; Bellows vs. Conner; Leiks vs. Peters.—Motions to advance causes granted.

Reed vs. Conner.—Order set aside without costs.

Carpenter vs. Wood.—Order appointing W. J. Lacey referee.

Mills vs. Cahill.—Motion to strike out complaint, &c., granted.

Meyers vs. Passeger.—Motion for judgment granted.

Brannigan vs. Donnelly.—Motions granted.

Hilmers vs. Harteau.—Motion denied, with $10 costs.

Tennent vs. Powers.—Attachment ordered.

Cody vs. Farrell.—Motion denied.

Wasslee vs. Schuekenburger; Metzinger vs. Welde.—Motions granted.

Simon vs. Dale.—Motion denied.

By Judge Sheridan.

Dingee vs. Buckmaster; Black vs. Frost; Beck vs. Miers.—Orders entered.

FIFTY-SEVENTH STREET COURT.

Before Judge Duffy.

THE WRONG POCKETBOOK.

Mary Bliss, No. 501 West Thirty-fifth street, charged Delia Comisky and Mary Lennon with the larceny of $24. Mrs. Bliss found a pocketbook which the defendants claimed to be theirs. She gave her own, containing $24, by mistake, instead of the one she found. When they returned it the money was not in it. They were held for trial, though professing their innocence.

WOULD NOT PAY HER BOARD.

Mrs. Henrietta A. Geyer, proprietress of the Maison Richelieu, in Lexington avenue, asked for a warrant for the arrest of Annie Klacy, who had been a boarder and has refused to pay her bill, amounting to $88. The complainant alleged that the accused lady had obtained board to the extent mentioned under false representations. The Court refused a warrant, but granted a summons.

NEW JERSEY'S DISHONEST TREASURER.

CONCLUSION OF THE TRIAL OF SOOY—THE JURY CONVICT HIM OF EMBEZZLEMENT, WITH A RECOMMENDATION TO MERCY.

TRENTON, N. J., March 10, 1876.

The trial of Josephus Sooy, Jr., ex-State Treasurer, on the charge of embezzling $44,116 32, State funds, was concluded here this evening. In the forenoon Messrs. J. L. N. Stratton and John P. Stockton summed up the case for the defence. They were followed by Attorney General Van Atta, who concluded the case for the State. Chief Justice Beasly then charged the jury. His charge was considered to be against the prisoner. He reviewed the evidence carefully. The jury then retired, and after being out two hours brought in a verdict of guilty in the manner charged in the indictment, with a recommendation to mercy.

It is probable that counsel for the defence will move for an arrest of judgment on the ground of exceptions having been taken to the Judge's charge. The prisoner will be brought up for sentence on Monday next. The punishment for the crime is imprisonment not exceeding five years in the State Prison and a fine of $5,000, or both, at the discretion of the Court. Sooy is sixty-seven years of age.

A POLICE SURGEON ON TRIAL.

DR. M'DONNELL ACCUSED OF INTOXICATION AND INSUBORDINATION—VERY CONTRADICTORY EVIDENCE.

Police Surgeon McDonnell was arraigned yesterday before Commissioner Erhardt on the complaint of Chief Surgeon Henry, charging him with being under the influence of liquor while in the discharge of his duty. The specifications set forth that on the 15th of February last Surgeon McDonnell was engaged in examining candidates for appointment on the force in the surgeon's room, at the Central Office, in company with Surgeons Stiner and Clements and Chief Surgeon Henry; that on being directed by the Chief Surgeon to make a particular examination he became insubordinate and made use of language to his superior derogatory to the latter's position; that he showed signs of intoxication. The complainant took the stand and swore to the truth of the specifications. He had detected the smell of liquor in Surgeon McDonnell's breath and believed him to be under the influence of liquor.

For the defendant Drs. Stiner and Clements were sworn and testified that they were present at the examination in question and saw the defendant there, but could not say that he was under the influence of liquor.

Peter Thompson, stenographer to the Board, testified that he had held a lengthy conversation with the defendant on the day mentioned immediately prior to the defendant entering the examination room. The witness was positive that the defendant was not intoxicated at that time. In answer to the question by Chief Surgeon Henry whether the defendant might not have been intoxicated at the time and the witness be not aware of the fact, the latter replied that the conversation referred to was of such length that he would surely have detected signs of intoxication had the surgeon been under the influence of liquor.

After the hearing of some further testimony to the same effect the case was declared closed and referred to the full Board for judgment.

The defendant is the oldest surgeon in the department, having served for twenty six years.

UNITED STATES SHIPPING LAW.

The Committee on Commerce and Navigation to the New York Chamber of Commerce, to which was referred certain resolutions which tended to sustain the Shipping law of 1872, has made a report, signed by Messrs. James W. Elwell, William H. Guion and Gustav Schwab. The committee concludes that the bill now before the House of Representatives to repeal the Shipping act of June 7, 1872, should not be passed, notwithstanding the desire of the sailors.

RUBENSTEIN'S SORROW.

Yesterday Pesach N. Rubenstein observed the Feast of Purim with such fidelity to ceremony as the facilities of his cell in the Raymond Street Jail would permit. He read from the Book of Esther from sunrise till ten o'clock in the morning, when he took a breathing spell for refreshments for the inner man. Later in the day his elder brother Jacob visited him and had a conversation in German in the presence of the keeper. The prisoner inquired eagerly as to what the lawyers were doing in his behalf, and was told. He then inquired, "Will it do any good?" The brother said he was afraid not, and that he would not offer him any hope. Rubenstein then asked, "Will I not get a chance to prove my innocence?" Jacob shook his head, and told the unfortunate man to put his trust in God. When his brother had departed Pesach threw himself on the floor and wept bitterly.

A MIXED CASE.

Mrs. Ann Howard, the wife of Patrick Howard, of No. 244 East Fifty-fifth street, who was beaten on Tuesday evening by the young man, John Wynne, denies that she made a complaint against her husband in a police court. She admits that her husband was temporarily crazed, having drank some liquor, and that he threw a cup at her, but she declares that young Wynne had no cause to assault him so brutally, either one proceeding from a chivalric motive to save her or from any action toward himself. Howard is now in Bellevue Hospital in a very dangerous condition, but his assailant, Wynne, has not yet been arrested.

ST. PATRICK'S DAY PARADE.

At the regular meeting of the Police Board, held yesterday, a delegation of Irishmen interested in the proper observance of the anniversary of the natal day of Ireland's patron saint presented a petition for permission to parade, giving the route laid down. The petition was signed by the committee of arrangements for the procession.

Commissioner Voorhis offered a resolution that the matter be referred to the Superintendent, to make the necessary arrangements under the legal restrictions for processions. The resolution was adopted. The following is the line of march:—

The procession will form on Second avenue, the right resting on Twenty-third street, and proceed across Twenty-third street to First avenue, down First avenue to Second street; across Second street to the Bowery, down the Bowery to Canal, across Canal to Centre, down Centre to the east gate of the City Hall Park; through the park, where the procession will be reviewed by the Mayor and other officials; up Broadway to Union square, around Washington's monument, across Fourteenth street to Ninth avenue, up Ninth avenue to Thirty-seventh street, across Thirty-seventh street to Madison avenue, down Madison avenue to Twenty-fourth street, across Twenty-fourth street to Fourth avenue, down Fourth avenue to Union square, where the procession will break up.

The heads of the various departments of the city government will receive invitations to review the parade.

A NEW SWINDLE EXPOSED.

THE FRAUDS PERPETRATED BY MEANS OF AMERICAN DISTRICT TELEGRAPH MESSENGERS.

Everybody knows what a great public convenience the American District Telegraph is, with its army of messenger boys; but it appears that clever rogues and swindlers have commenced to utilize it for purposes of fraud. A HERALD writer yesterday had an interview with Mr. E. W. Andrews, the President of the company, whose office is at No. 62 Broadway, and elicited the following important and startling particulars:—"These swindles have been going on for some time," said Mr. Andrews. "Some of the rascals have been arrested, and one of them is now serving out a term in the State Prison; yet the frauds are of so ingenious a character that it is time the public should be warned against them. A short time since a well-dressed man entered one of our branch offices at Twenty-ninth street and Broadway, opposite the Gilsey House, and desired a messenger boy to take an order for coal to a dealer with his check to pay for the same. The note written ordering the coal was something like this:—

NEW YORK, —— —, 1876.

Messrs. —— —— :—

GENTLEMEN—Please send two tons of coal to ——. Broadway, No. —, ———— ————, jewellers. Herewith find our check for $20 for payment of the same. Not knowing the exact amount you charge, you will please return change if any is due, with the receipted bill, by the boy. Yours, ————

The telegraph boy duly ordered the coal at the office indicated, and brought to the man the receipted bill for the coal, as well as the change due—about $5. Of course the jewelry firm indicated had ordered no coal, the check the coal dealers received was bogus, and the clever confidence man had been successful. It is true he only received a small sum, but the perfection of his roguish ingenuity was demonstrated.

The next operation which came under the notice of the officers of the telegraph company was the following:—

Pulverton & Brown, advertising agents, in Broadway, near Thirtieth street, received orders by a District Telegraph boy to insert in three newspapers, HERALD, *Tribune* and *Times*, an advertisement of the Steinway Company's pianos. This order was accompanied by a check purporting to be drawn by the firm for $32, with a request that the difference, if any, should be returned to the Messrs. Steinway by the boy. The wily confidence man was, however, deprived of the ready cash in this instance from the fact the advertising agents sent back a check for the difference—about $17—drawn to the order of the Messrs. Steinway, but it is probable ere this the check has been used in some way with a forged indorsement by the adroit swindler.

Another case coming to the notice of the company is one where the name of Mr. George Leland, of the Sturtevant House, was used. An order was sent to the treasurer of a certain ball committee—an entertainment was to be given at the Academy of Music—and a check was sent to subscribe for a box for the occasion, but of course for a larger amount than the price fixed by the committee. The rascal was successful in this petty swindle.

But perhaps the most cunning of all the devices of the swindler remains to be told. The scoundrel entered a cigar store on Broadway some time since and looked over the choice stock of Havanas. He then said to the storekeeper, "I see you have a District Telegraph instrument here; will you please call a boy?" The man complied, and in a few moments a breathless messenger obeyed the summons. "Now I want a box of cigars for my brother; I do not know the exact color he likes, these seem too light, and these again"—indicating another lot—"too dark. Send both boxes to his residence, at No. — Fourteenth street, and he will pay for the box he prefers and return the other." The willing shopkeeper obeyed. The boy was instructed to collect, and departed on his errand. He found a sociable sort of gentleman on the steps of the house indicated, apparently waiting for him. "Ah! you have my cigars," said the man, interrogatively. "Yes" was the answer of the unsuspecting messenger lad, handing him the packages and the bill. "But where is the brandy," was the demand. "I have none," replied the boy. "They were to send the brandy, too. Go back and get it and I will pay all together." The boy departed and so did the man with the cigars.

About three months since the Manufacturers and Traders' Bank of Greenpoint, Long Island, was swindled through a District Telegraph messenger by cashing two forged checks, one for over $200, sent by a man from one of the district offices. The first was sent from the branch No. 516 Broadway and the last from No. 689 Broadway. The checks were forged and the boy, familiar with the man who sent the messages, delivered to him the cash after it was paid by the bank. The career of this man, however, was cut short by his discovery in the Bowery by the very two boys who had carried the messages between the bank and him. He was promptly arrested by the acute and speedy alarm they gave to the police. Now that these swindles are known to be rife it will be well for all persons to be on their guard, as ere long the villains may be emboldened by their success to attempt larger frauds.

CUSTOM HOUSE SEIZURE.

Yesterday afternoon the jewelry seized from Carl W. Lendberd and Axel B. Normand, alias Eckerman, both Swedes, who fled from Caracas, in Venezuela, on board the steamship Carondelet, and were arrested in this port last Monday, was turned in to the seizure room of the Custom House by Deputy Surveyor General Nichols, for appraisement. The arrest of the men was made on a despatch from the Danish Consul at St. Thomas. The prisoners were taken off the said steamer and locked up in this city, but they have since been discharged by a United States Commissioner on account of a lack of evidence to extradite them to Venezuela. Normand, it is alleged, was a jeweller in Venezuela, and escaped to avoid paying his creditors. Lendberd is an upholsterer. The jewelry is worth about $2,500, and consists of watches, diamonds, &c. The duty on the same is twenty-five per cent ad valorem. The jewelry, it is claimed, is in transit, and, if so, no duty can be levied on it, and it will be put on some outgoing vessel. The two men will doubtless proceed to Europe next week if not rearrested.

THE DUTCH AT THE CENTENNIAL.

All the goods sent by the Dutch government for the Centennial have arrived in this city by the steamship W. A. Schotten, lying near Pavonia ferry, New Jersey. The Centennial Commissioners—Messrs. C. J. Van der Oudermeulen, Colonel L. C. Van der Kerkwyk and C. Muyskes—have arrived by the Schotten and are now at the Hoffman House. Rear Admiral de Casembroot and Dr. Jonckbroot, who came out here to make preparatory arrangements, have returned to Holland. Fourteen men have come out also to superintend the unpacking and placing of the goods in the Exhibition building. They wear the Dutch military caps and comprise four non-commissioned army officers, two foremen and eight workmen. They were sent to Philadelphia yesterday. There are 912 packages of goods, weighing about 1,200 tons, which will be sent to Philadelphia by railroad. Every package is marked with the Dutch national colors, so that they are easily recognizable. The goods contain a sample representation of the largest number of Dutch manufactures and productions—namely, flax, flour and starch, oils, minerals, liqueurs, the celebrated Deventer carpets, the well-known linen fabrics of Zieldrop, &c. But the chief attraction of the Dutch exhibition is the magnificent collection of Dutch paintings. His Majesty the King of Holland has sent four of his most valued pieces, among which is the celebrated "Bull," by Potter, estimated to be worth $22,000 in gold.

AN ANTICIPATED APPOINTMENT.

It is believed that before the Senate adjourns the Governor will appoint Mr. John F. Ahearn, the ticket agent of the Erie Railway, to the position of Harbor Master at this port. Mr. Ahearn, it is said, has had considerable experience in matters pertaining to the shipping interests. Among those who urge his appointment is Senator John Morrissey.

THE STUDENTS' "RUSH."

The fracas which occurred among students of the College of the City of New York, after the Junior Exhibition held a week ago, has been followed by serious consequences to some of the rioters. Five members of the Sophomore class who got up the mock programme, ticket and banner which incited the conflict have been suspended for an indefinite time. As these were, however, but representatives of the whole class, it is rumored that a petition is under preparation for their reinstatement.

VETERANS AT THE CENTENNIAL.

It is understood that all of the city volunteer regiments which served in the war will send delegations to the Centennial in the old time uniforms. The first to move in the matter is the old Fifth New York, or Duryee Zouaves. A meeting will be held shortly by the survivors of that gallant command for the purpose of perfecting the necessary organization. Other regiments will follow suit.

LADIES' AID SOCIETY.

Mr. Hosea B Perkins will deliver a lecture on Monday evening next in the Methodist Episcopal church, Washington Heights, for the benefit of the Ladies' Aid Society of that locality.

MUNICIPAL NOTES.

Mayor Wickham returned home on Thursday night and was at his post in the City Hall yesterday. A number of prominent local politicians called upon him during the day, among them Mr. Salem H. Wales, ex-Assemblyman Oakley, Commissioner Cox and several others. The Mayor has been "swinging around the circle" at Richmond, Va., and other places.

The third house at the City Hall has been almost deserted during the past week. A majority of the "boys" went to Albany on Monday to look after the bill reducing official salaries in this city. The Aldermen do not relish the proposition to pay them only $2,500 per annum.

The special committee of the Board of Aldermen appointed to confer as to the utilizing of salt water for fires and sanitary purposes will meet again at the City Hall on Monday afternoon.

A number of delegates from the House Owners' Association of the Tenth, Eleventh and Seventeenth wards visited the Comptroller's office yesterday. They have passed resolutions indorsing the bills submitted to the Legislature, and advocating the extension of the Comptroller's term.

THE SHIP ONTARIO.

A gentleman who left the ship Ontario, now ashore on Long Beach, two miles north of Little Egg Harbor, N. J., yesterday morning, stated that the vessel now has thirteen feet of water in her hold, has lost her shoe and her stern post and will be a total wreck. She has drifted about 150 yards further in shore and now lies in ten or eleven feet of water. Two steamers and half a dozen lighters are at work taking off her cargo, which will all be saved.

At the time the ship struck the weather was bad and the sea heavy, the wind blowing half a gale. At twelve o'clock on the night of the 8th inst. the captain made Absecom light, and just an hour and a quarter thereafter went ashore a little north of Little Egg Harbor light, which the skipper very singularly mistook for Barnegat light. As soon as daylight came Captain Bond, of Station No. 22, went to the rescue of the Ontario, and after two ineffectual attempts to get a line across her finally succeeded, but not until the crew had all taken to the boats and abandoned the vessel. Under these circumstances the line could not be made fast, and was therefore useless. The boats in which the crew had taken refuge drifted two miles up the beach, where they were very gallantly rescued by Captain Crane, of Station No. 21.

Yesterday afternoon the crew of the Ontario, with the exception of the captain, first mate, carpenter and steward, who remain on board the wreck, arrived in this city, and proceeded to the offices of the owners, Messrs. Grinnell, Minturn & Co., in South street. Those who have arrived will be paid off at the Seaman's Exchange this afternoon at two o'clock. A number of the crew were shipped in London. The total number of officers and crew is twenty-seven.

Messrs. Grinnell, Minturn & Co. have abandoned the ship and cargo to the underwriters, who [illegible] sented by the Coast Wrecking Company.

THE BROOKLYN DISASTER.

Measures are being taken to contribute toward a fund to aid the Little Sisters of the Poor to erect a new wing to the building in place of that which was destroyed. It is also in contemplation to erect a suitable monument over the plot at the Cemetery of the Holy Cross wherein the victims of the fire are interred. Coroner Nolan yesterday furnished the following officially corrected list of the dead, their ages and places of birth:—Theodore Chagot, seventy-five, France; Michael Reilly, ninety-three, Ireland; James Ryan, seventy-six, Ireland; George Donnelly, sixty-nine, Ireland; Herman Englehardt, seventy-two, Germany; James Connelly, seventy-one, Ireland, identified; David Gorman, seventy-six, Ireland, identified; John Cavanagh, seventy-two, Ireland, identified; Peter Kelly, seventy-five, Ireland, identified; Edward Farrell, seventy-one, Ireland, identified; Patrick Healy, seventy-two, Ireland, identified; Conrad Linderman, eighty-seven, Germany; Michael Cummings, seventy-eight, Ireland; John Bardon, sixty-six, Ireland, identified; Nicholas Pfifer, seventy, Germany; John Conroy, sixty-eight, Ireland; James Mason, seventy-three, Ireland, identified; Matthew Brennan, sixty-eight, Ireland, identified.

RAID ON A DOG PIT.

The police of the Second precinct, Jersey City, under command of Captain Van Riper, made a raid during Thursday night on a dog pit, No. 167 Fifteenth street, where a fight between two bulldogs was in progress. The principals in urging on the brutal sport were arrested and locked up. Two hours afterward one of them was missing. An examination of the cell revealed a loose board in the back wall, and the prisoner was found concealed behind it. He had been at work in burrowing through the brick wall behind the wooden partition. He gave his name as Thomas Taylor, aged twenty-three. The others gave their names as John Rigney, James Rigney, Archibald McCauley and Richard Gorman. The first-named was seventy years of age. Justice Davis committed them for trial.

WANTED TO DIE.

When the ferryboat Jersey City, which left the Cortlandt street slip at half-past ten o'clock yesterday forenoon, was in the middle of the river an aged man, whose erratic movements attracted the attention of the passengers, suddenly left the cabin, and rushing to the stern jumped overboard. The tugboat Petrolia happened to be passing, and its crew took the man from the water, though he struggled hard to free himself from their grasp and sink. He was landed at Jersey City and conveyed to the First precinct station, where he gave his name as Joseph Kennedy, sixty-one years old, and a resident of Union street, West Bergen. He positively declined to state the reasons that impelled him to the rash act, but said that he wished he had died forty years ago.

A MISSING MAN.

Gerard Bancker has been missing from his home in Congress street, Jersey City Heights, since Wednesday last. He left his home at the usual hour that morning and went to his desk at the American News Company's office, in Nassau street. At eight o'clock he left his desk to go to breakfast, since which time he has not been seen. He had in his possession about $450, and suspicion is entertained that he has been robbed and made away with. He has been in the employ of the American News Company for ten years, was a sober, steady man, trusted and honored by his employers. He wore dark pants and vest, had a dark chinchilla overcoat and high silk hat, with crape upon it, when last seen leaving the store in Nassau street.

SEARCHING FOR HIDDEN TREASURE.

The search for the lost treasure of the ship Mexico, wrecked on the Rockaway beach, off the south shore of Long Island, in the winter of 1835, is now being prosecuted with vigor by the Coast Wrecking Company. They have two schooners in the vicinity engaged in "sweeping," and yesterday they succeeded in fastening upon a portion of the wreck, which was buoyed. A diver then went down and fastened a rope to what proved to be a large anchor of an old pattern. This is the second anchor found. The company feel confident that they will recover the treasure, amounting to some $500,000, notwithstanding the length of time that has elapsed since the wreck, and the action of the sea on the shifting sands.

A COLOSSAL PIECE OF SILVER.

The steamship City of Havana, of the Alexandre line, will to-day discharge at pier 3, North River, a block of pure silver weighing 4,500 pounds, which was sent from the Real del Catorce silver mines in Mexico for the Centennial Exhibition. The block was brought over in the special charge of Purser Coney, of the above mentioned steamship. The immense block is consigned to Messrs. Gomez, Pindar & Co., of this city, and was shipped at Vera Cruz.

A TRUE LOVER'S END.

Coroner Simms, of Brooklyn, was notified yesterday to hold an inquest over the body of an Italian named George Dirigo, aged thirty-one years, who died from the effects of a pistolshot wound in the head, at the residence of his brother, No. 348 Atlantic street. Dirigo shot himself two weeks ago, but lingered in great pain till yesterday. Disappointed love impelled him to take his life.

STATEN ISLAND ELECTIONS.

Jacob Hatfield, the republican candidate for Trustee at the recent election in Port Richmond, S. I., claims to have been elected by a majority of four, in consequence of throwing out seven informal ballots cast for his opponent, Stephen Whitman, democrat, who claims to have been elected by three majority. Whitman has been sworn in by Justice Middlebrook, and Hatfield threatens to appeal to the courts.

PANIC IN A PUBLIC SCHOOL.

Yesterday forenoon, while the pupils in the primary department of Public School No. 4 were engaged in their studies, a portion of the ceiling fell in. A panic ensued immediately, and the children rushed for the doors. The smaller ones were thrown down, trampled on and more or less injured. Many attempted to climb to the windows, but were unable, on account of the height of the latter from the floor. Six of the children were severely injured by being trampled on.

TRAINS FOR WORKINGMEN.

Should the new elevated railway system about to be introduced on an extensive scale be carried into effect with all the provisions intended to be applied an inestimable boon will be conferred on the working classes. The proportion of tenement houses has greatly increased within the last ten years, consequent upon the advance in real estate, and the result has been an alarming huddling together of people, followed by all the pernicious effects which such a state of affairs generally brings about. It is said that a single ward has a tenant population twice that of Boston. One good result anticipated from the new system will be to extend the population over a wider field. It is understood that trains for the working classes will be run at low fares between the hours of half-past five and half-past seven A. M.

[CONTINUED ON NINTH PAGE.]